



March 25, 2009

**CONTRACTING OPPORTUNITY**  
**For CMAS Contractors with Contract Numbers Configured as 3-xx-xx-xxxx**

**REQUEST FOR OFFER NO. 2009-02**

**Proposition 10 Evaluation Data System**  
**Information Technology (IT) System Documentation and Maintenance**

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**For: IT Senior or Staff Level Programmer or IT Systems Analyst**

You are invited to review and respond to this Request for Offer (RFO) for the Proposition 10 Evaluation Data System (PEDS) IT System Documentation and Maintenance services for First 5 California, Research and Evaluation Division. To be considered for this RFO, your firm must be a current California Multiple Award Schedule (CMAS) vendor with the Department of General Services providing IT services. To submit an offer for these services, you must comply with the instructions contained in this RFO, as well as the requirements stated in Attachment A, Scope of Work; and Attachment C, Cost Worksheet. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS contract.

Read the solicitation document carefully. Response to this RFO is due on April 15, 2009, no later than 4 p.m., (Pacific Standard Time). Offers received after the deadline submission will not be accepted. Response to this RFO and required copies must be submitted by mail or personal delivery to the Procurement Official noted below.

If you would like to view and/or download a copy of the RFO package, please access the First 5 California website at <http://www.ccfc.ca.gov/commission/funding.asp>. If you would like a hard copy of the solicitation, contact the Procurement Official.

**Note:** Potential offeror's are responsible for checking the First 5 California website periodically for any addenda that may be issued.

**Procurement Official:**

Sofie Paredes, Contract Analyst  
First 5 California  
2389 Gateway Oaks Drive, Suite 260  
Sacramento, CA 95833  
Phone: (916) 263-1019 E-mail: [sparedes@ccfc.ca.gov](mailto:sparedes@ccfc.ca.gov)

## **A. General Information**

### **1. Background and Purpose**

The purpose of this RFO is to solicit offers for an IT Senior or Staff Level Programmer or IT Systems Analyst to document and maintain First 5 California's existing PEDS Application. The position would be limited to nine months (1,548 hours) per consultant within a twelve (12) consecutive month period. Note: Only one (1) proposed individual can be submitted in an offer. The term for the contracted services shall be July 1, 2009 through December 31, 2010. The anticipated amount shall not exceed \$150,000.

First 5 California currently owns, operates, and maintains the PEDS production and demonstration system located at First 5 California headquarters. The system was created and maintained for a number of years via contract with the original developer up until February 2007, at which time the contract expired. Since 2007, there has been two contracts awarded which have continued the maintenance and operations of the PEDS system similar to what is described in the scope of work in this RFO.

The PEDS system is a two-tier Web application that runs on SQL 2005 and Internet Information Services v.6, (IIS 6). The PEDS system was developed using Microsoft .Net Framework 1.1.4, Visual basic .Net, ASP.NET, JavaScript, ADO.NET, and Microsoft SQL Server 2000. It currently operates on Microsoft SQL Server 2005. It is NOT compiled on .Net 2.0.

The .Net code is housed in Dynamic Link Library (DLL's). The PEDS application does not utilize native .NET security mechanism and instead uses a custom security model. Security is spanned across both the data tier and application tier. The security subsystem is inherited by all pages in the application and is, therefore, "checked" each time a page is loaded by a user. Security is defined within the database.

### **2. Key Dates**

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
1. Release of RFO	March 25, 2009	
2. RFO Response Submission Deadline	April 15, 2009	4 p.m.
3. Interviews	May 5-6, 2009	TBA
4. Anticipated Contract Award	May 11, 2009	

### 3. RFO Response Requirements

The RFO and the offeror's response to this document will be made part of the ordering department's Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this RFO. It is the offeror's responsibility to provide all necessary information for First 5 California to assess the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the Scope of Work (Attachment A), and Cost Worksheet (Attachment C).

The offeror must submit a total of three (3) complete response packages, which consists of one (1) "Original", two (2) complete copy sets of the "Original" response, and one (1) electronic copy on a compact disk that contains a complete PDF (portable document format). The "Original" response package must include original signatures for all required signature lines (e.g., cover letter, forms, certification, etc.). **Offers not received by the date and time specified in Section A. 2, Key Dates, will be rejected.**

**Note:** Any documentation submitted that has been marked "Confidential" or "Proprietary" will not be accepted. All documents submitted in response to this RFO will become the property of First 5 California and will be regarded as public record under the California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public.

### 4. RFO Response Content

The majority of the information requested to respond to this RFO is contained in the Scope of Work (Attachment A) and the Cost Worksheet (Attachment C).

#### (a) **Scope of Work, Attachment A**

Offeror should submit an offer outlining its ability to fulfill the contracted services as identified in Attachment A, Scope of Work, and the applicable costs in Attachment C.

It is the offeror's responsibility to provide all required data and any other information necessary for the First 5 California's selection team to determine and verify the offeror's ability to perform the work as described in Attachment A, Scope of Work.

(b) **Administrative Requirements**

- 1) Respond within the timeline specified in Section A. 2. Key Dates.
- 2) Submit a cover letter signed by an individual authorized to bind the firm to an agreement.
- 3) Submit required copies of response as specified in Section A. 3.
- 4) Provide a complete copy of current CMAS contract for IT services, including supplements (CMAS contract must have a signature page).
- 5) Include Small Business preference and/or Disabled Veteran Business Enterprise participation certification issued by the Department of General Services, if applicable.
- 6) Include all applicable items listed in Attachment I-A.

(c) **Minimum Staffing Qualifications**

- 1) Provide a resume for the proposed individual detailing expertise, education, and experience that will meet First 5 California's requirements in the Scope of Work.
- 2) At least four (4) years broad and extensive experience in programming applications written in Microsoft .Net 1.1 or higher framework.
- 3) At least four (4) years first-hand experience developing and working with applications using Microsoft Visual Studio 2003 and 2005 as the primary software development environment.
- 4) At least four (4) years broad and extensive experience working with Microsoft SQL server 2000 and 2005. This experience shall include the following:
  - Extensive experience setting up and executing queries to product specified data extracts; and
  - Ability to understand and troubleshoot complex database relationships.
- 5) At least four (4) years preparing system documentation and walkthroughs or test scripts specifying how to accomplish "routine" tasks.

(d) **Staff References**

Provide three (3) Staff Reference Forms; use Attachment 1-B for three recent projects for the proposed individual. Attachment I-B, Section 1 is required to be completed by the offeror. **No contact name may be used more than once within the forms provided for each individual.**

(e) **Cost Worksheet, Attachment C**

Attachment C should specify staff by job title or classification and the hourly rate. The costs must correlate with classification to the offeror's statement of work; additionally, the classification or position title, skill level, and fixed cost and/or hourly rate as specified must correspond to your CMAS contract.

(f) **Interview**

First 5 California will conduct an in-person interview to assess and validate offeror's understanding of tasks to be performed and individual qualifications. Offeror will discuss previously completed projects to validate their ability and knowledge to perform the Scope of Work in Attachment A.

The offeror and the proposed individual who would be performing the work may conduct a presentation that details their expertise and experience in the technical area required to complete the scope of work as well as relaying past experience successfully performing similar tasks.

Additionally, First 5 California may ask a series of questions related to:

- Familiarity with Microsoft SQL 2005 and complex database relationships.
- Testing methodologies and software release processes utilized by the proposed candidates.
- Experience in .Net architecture and past experience upgrading applications between versions.

Interviews will be tentatively held on Tuesday, May 5, 2009, through Wednesday, May 6, 2009, at First 5 California, 2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833. The First 5 California Procurement Official will contact the offeror in advance to schedule an appointment. The interview will be held during normal business hours (9 a.m. to 5 p.m., Pacific Standard Time).

**B. Review of Offers for Award**

1. Response to this RFO will first be reviewed for responsiveness to the requirements of Attachments A and C, in addition to Attachments I-A through I-B (excluding I-C). If any information is missing from any of the required Attachments, the offer may be deemed not responsive. Further review is subject to First 5 California's discretion.

2. Award resulting from this RFO against a CMAS contract will be based on a “best value” method that includes cost as a factor. First 5 California is not constrained to accept the lowest offer, however, will compare all offers to determine the best value.

**C. Assessment and Methodology**

Offers that have been received by the date and time stipulated in Section A. 2. will be assessed and points assigned according to the following categories:

Categories	Total Possible Points
Administrative Requirements	Pass/Fail
Minimum Staffing Requirements	Pass/Fail
Staff References	30
Cost	150
Interview	120
<b>Total</b>	<b>300</b>

**D. Selection Methodology**

- Step 1 The Selection Team will assess all Administrative Requirements and Minimum Staffing Qualifications on a pass/fail basis. Only those offers that pass all Administrative Requirements and Minimum Staffing Qualifications will proceed to Step 2.
- Step 2 The Selection Team will assess and score Staff References and Cost.
- Step 3 The Selection Team will interview proposed organizational representative and proposed individual to assess offeror’s understanding and ability to successfully complete the required tasks and activities in this RFO.
- Step 4 Scores from Steps 2 and 3 will be added together.

**E. Award**

1. The award shall be made to the offeror with the highest score while offering the best value to the State.
2. Award, if made, will be to a single vendor.
3. If awarded the contract, offeror shall provide a copy of their certification to do business in the State of California issued by the California Secretary of State.

4. If awarded the contract, offeror shall provide proof of Workers' Compensation Insurance, General Liability Insurance, and Professional Liability Insurance (Errors and Omissions).
5. After the award is made, the selected PEDS vendor is required to attend an orientation workshop at First 5 California within ten (10) business days from the execution date of the Purchase Order. The orientation may be conducted at First 5 California headquarters, or by teleconference at the discretion of First 5 California.

A Purchase Order will be executed only upon First 5 California's acceptance of the successful vendor's certificates of insurance, licenses and/or certificates, when required. The vendor shall enter into a Purchase Order with the State, which will be prepared on a State of California – General Services Procurement Division, Purchasing Authority Purchase Order (Std. 65) form, and shall include from this RFO Attachments A, B and C, and any other appropriate documentation from the vendor's response to the RFO.

#### **F. Scoring Detail**

##### **Staff References:**

Out of three (3) Staff Reference Forms submitted for the proposed individual, First 5 California must be able to contact a minimum of two references, and will use the first two (2) successfully contacted references. If two (2) references for the proposed individual cannot be reached, the offer may be rejected.

A total of 15 points can be awarded for each staff reference, three (3) points for each Staff Reference Performance and Ability Statement. A maximum of 30 points can be awarded for Staff References.

<b>Staff Reference Performance and Ability Statements</b>		<b>Maximum Points</b>
1	The individual used industry standards and best practices to accomplish the goals.	3
2	The individual possessed the skills required and completed work in a timely manner.	3
3	The individual communicated effectively both orally and in writing.	3
4	The individual provided comprehensive and accurate documentation regarding their work performed.	3
5	The individual maintained positive working relationships with project team members.	3
<b>Total Points</b>		<b>15</b>
<b>Total from two (2) Staff References = 15 x 2 =</b>		<b>30</b>

Each Staff Reference Performance and Ability Statement response will be assigned points as follows:

Selection	Rating
3	Reference strongly agrees with statement
1	Reference agrees with statement
0	Reference disagrees with statement or cannot comment and remains neutral

**Cost Calculation:**

Cost			Points Possible
<p>The offer with the lowest hourly labor rate will receive the maximum number of points. For all other offers, the offer amount is divided into the lowest offer amount to calculate a percentage. This percentage is multiplied by the maximum cost points to calculate the points awarded.</p> <p><b>*Note:</b> The costs and scores in the table below were chosen at random and are not intended to reflect any real cost projections or actual scores.</p>			150
Offer	Hourly Rate*	Ratio of Lowest Rate Offer to other Offers	Points Awarded
A	\$30.00	$\$30.00 / \$30.00 = 1$	$150 \times 1 = 150$
B	\$45.00	$\$30.00 / \$45.00 = .67$	$150 \times .67 = 100$

The percentage awarded will be multiplied by the maximum allowable points and rounded to the nearest whole number. Outcomes resulting in a decimal of .5 will be rounded up to the nearest whole number.



**Interview:**

The offeror's proposed individual will be asked a set of questions. The maximum score for this component is 120 points. The Selection Team will assess the interviewee's responses based on the following scoring values:

<b>Interview</b>		<b>Points Possible</b>
1	Interview to assess individual's skills and experience utilizing Visual Studio 2005 and Microsoft SQL 2005 to create and maintain web-based applications.	30
2	Past experience in providing maintenance or assistance on complex applications created by other parties.	30
3	Technical knowledge regarding the steps necessary to upgrade applications within the Microsoft .Net architecture.	30
4	Experience developing documentation and text scripts for existing applications.	30
<b>Total Possible Points</b>		<b>120</b>

First 5 California will use the following Point Definition Table below to score the Interview Section.

Points	Interpretation	General Basis for Point Assignment
0	Does Not Meet	Fails to meet specified minimum performance or capability requirements. First 5 California will reject offers with an unacceptable rating in any category.
5	Unsatisfactory	Offeror's response (i.e., content and/or explanation offered) is inadequate or does not meet First 5 California's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10	Weak	Offeror's response (i.e., content and/or explanation offered) is barely adequate or barely meets First 5 California's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
15	Average	Offeror's response (i.e., content and/or explanation offered) is fully adequate or fully meets First 5 California's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
20	Strong	Offeror's response (i.e., content and/or explanation offered) is above average or exceeds First 5 California's needs/requirements or expectations. Minimal weaknesses are acceptable. Offeror offers one or more enhancing feature, method or approach that will enable performance to exceed our basic expectations.
30	Excellent	Offeror's response (i.e., content and/or explanation offered) is above average or exceeds First 5 California's needs/requirements or expectations. No weaknesses are acceptable. Offeror offers impressive, relevant response, demonstrated creativity and cost-effectiveness in meeting our expectations.

**ATTACHMENT I-A  
OFFEROR CHECKLIST**

Ensure the following items are included in offeror's submittal:

Item/Requirement		Completed
1.	Submittal contains one (1) hard copy marked "Original" with original signatures, two (2) additional hard copies, and one (1) complete electronic copy on a compact disk or digital disc that contains a complete PDF copy of the Original hard copy.	<input type="checkbox"/>
2.	Copy of current IT-CMAS contract, certification letter, and any supplements issued by the Department of General Services.	<input type="checkbox"/>
3.	Copies of Small Business/Disabled Veteran Business Enterprise certification letters issued by the California Department of General Services (if applicable).	<input type="checkbox"/>
4.	Cover letter signed by a person authorized to bind the Offeror's company to an agreement.	<input type="checkbox"/>
5.	Secretary of State Certification if corporation (optional).	<input type="checkbox"/>
6.	Proof of Workers' Compensation Insurance, General Liability Insurance, and Professional Liability Insurance (Errors and Omissions) (optional).	<input type="checkbox"/>
7.	Résumé for key project staff.	<input type="checkbox"/>
8.	Three (3) Staff Reference Forms for three previous projects for the proposed individual supplied on Attachment I-B with Section 1 completed by the offeror. <b><u>(No Contact Name may be used more than once within the forms provided for an individual.)</u></b>	<input type="checkbox"/>
9.	Attachment C, Cost Worksheet	<input type="checkbox"/>

**ATTACHMENT I-B**

**STAFF REFERENCE FORM**

**(NO CONTACT NAME MAY BE USED MORE THAN ONCE WITHIN THE REFERENCE FORMS PROVIDED)**

Name of Offeror:	
Name of Proposed Staff Person:	

**SECTION I. TO BE COMPLETED BY THE OFFEROR**

A. Name of Reference:	
Title:	
Telephone:	
Email:	
Agency/Company Name:	
Project Name:	
Approximate Project Value:	\$
Project Begin/End Dates:	From: To:
If the original Agreement was extended beyond the planned end date, briefly describe the reason(s) for extensions:	

B. Briefly describe the services provided by the proposed staff under this Agreement. (Expand as needed.)

Name of Offeror:	
Name of Proposed Staff Person:	

**ATTACHMENT I-C: TO BE COMPLETED BY THE SELECTION TEAM**

**STAFF REFERENCE CHECK**

First 5 California will make three (3) attempts to contact the Staff References listed in Attachment I-B to ask them to rate the proposed staff person's performance. The Selection Team members will circle the number, which corresponds to the performance rating for each category according to the rating scale described below. In addition, if comments are noted, they will not be scored.

**STAFF REFERENCE PERFORMANCE AND ABILITY STATEMENTS**

Criteria	Rating
1. The individual utilized industry standards and best practices to accomplish the stated goals.	3 1 0
2. The individual possessed the skills required and completed work in a timely manner.	3 1 0
3. The individual communicated effectively both orally and in writing.	3 1 0
4. The individual provided comprehensive and accurate documentation regarding their work performed.	3 1 0
5. The individual maintained positive working relationships with project team members.	3 1 0

Comments:

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## **ATTACHMENT A SCOPE OF WORK**

### **A. PURPOSE**

The purpose for information technology services is to secure a Vendor who can provide First 5 California with an IT Senior or Staff Level Programmer or IT Systems Analyst to document and maintain First 5 California's existing Proposition 10 Evaluation Data System (PEDS) Application. The IT position will be limited to nine months (1,548 hours) within a twelve consecutive month period.

### **B. SCOPE OF WORK**

1. Vendor shall provide to First 5 California a staff person with a background in information technology whom possesses the following qualifications:
  - (a) At least four (4) years broad and extensive experience in programming applications written in Microsoft .Net 1.1 or higher framework.
  - (b) At least four (4) years first-hand experience developing and working with applications using Microsoft Visual Studio 2003 and 2005 as the primary software development environment.
  - (c) At least four (4) years broad and extensive experience working with Microsoft SQL server 2000 and 2005. This experience shall include the following:
    - Extensive experience setting up and executing queries to product specified data extracts; and
    - Ability to understand and troubleshoot complex database relationships.

At least four (4) years preparing system documentation and walkthroughs or test scripts specifying how to accomplish "routine" tasks.

2. The services shall be performed at First 5 California located at 2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833, unless another location is proposed by the Vendor and accepted by the First 5 California Program Manager.
3. The services shall be provided during normal business hours, Monday through Friday, except state holidays, unless authorized by the First 5 California Program Manager.

4. Project Representatives:

First 5 California	Vendor
Research and Evaluation Division	
Attention: Millie Barajas	
2389 Gateway Oaks Drive, Suite 260	
Sacramento, CA 95833	
Telephone: (916) 263-2536	
E-mail: <a href="mailto:mbarajas@ccfc.ca.gov">mbarajas@ccfc.ca.gov</a>	

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party.

**C. WORK TO BE PERFORMED**

As consideration for the compensation provided to the Vendor under this Purchase Order, Vendor agrees to perform all services detailed in this Attachment and fulfill all requirements and responsibilities.

Vendor shall perform the following tasks:

**Task 1** – Review existing document and system files to expand available resources necessary to understand the programming and database internals of the PEDS System.

**Task 2** – Review documented and new “issues” and work with the First 5 California Program Manager to determine how the system should be altered to provide desired results.

**Task 3** – Perform application changes to address “issues” or enhancement in test environment and provide instructions for installing into production. Perform test to determine if change was correctly installed and deployed into live system.

**Task 4** – Prepare data extracts as requested by the First 5 California Program Manager to assist in the preparation of an Annual Report. This workload shall occur from August through December each year.

**Task 5** – Create ad hoc reports and data sets for First 5 California’s business unit as the need arises.

**Task 6** – Modify Dynamic Link Library Files as necessary to address functionality issues.

**Task 7** – Prepare detailed documentation for all improvements and changes to the system.

**Task 8** – Assist in data conversion from PEDS to the new Practice, Research and Outcomes 0 to Five (PROOF) system. The PROOF system will replace PEDS as the data collection system. The workload will occur from July 2009 through December 2010.

**Task 9** – Provide consultation with PROOF integration vendor as needed. The workload will occur from July 2009 through December 2010.

**Task 10** – Work with First 5 California Program Manager to extract data from PEDS that is not converted and housed into the PROOF system. This includes Special Needs Data and County Case Management information. Output may be required in multiple formats such as CSV, PDF or Microsoft Access.

#### **D. RESPONSIBILITIES**

1. Vendor shall:

- (a) Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the PEDS services. This person shall be responsible for the overall PEDS project and shall be the contact for all invoice issues and staffing.
- (b) Comply with all applicable First 5 California policies and procedures.
- (c) Provide written reports to the First 5 California Program Manager for review and approval. Vendor is required to formally respond to the First 5 California Program Manager's requests within five (5) business days.
- (d) Contractor's staff person shall complete a timesheet on a monthly basis.
- (e) Develop and provide ad hoc reports as deemed appropriate and necessary by the First 5 California Program Manager within five (5) business days.
- (f) Must maintain staff continuity throughout the life of the project.
- (g) Notify the First 5 California Program Manager in writing within ten (10) business days of any changes in personnel assigned to perform the tasks for this project. If Vendor's employee is unable to perform his/her duties due to illness, resignation, or other factors beyond the Vendor's control, it will make every reasonable effort to provide a suitable substitute personnel. The substitute personnel must meet all requirements to perform the Scope of Work in this Attachment, and must receive prior approval by the First 5 California Program Manager before initiating work.



2. First 5 California shall:

- (a) Consider and make best effort to accommodate the Vendor with office space requests, including office supplies, desk, chair, telephone, personal computer, internet connection; and access to a printer, copier, and fax services.
- (b) Designate a First 5 California Program Manager who will be the contact person for the Vendor, and who has the authority to act on all aspects of the contracted services.
- (c) Provide sufficient access to appropriate levels of staff, business representatives, other users, and management, as appropriate to facilitate the performance of consulting tasks and creation of deliverables.
- (d) Provide access to business and technical documents as necessary for the Vendor to complete the tasks identified in the Attachment.
- (e) Sign invoices to confirm acceptance of deliverables and/or services before invoices can be processed for payment.
- (f) Provide Vendor with a written rationale within five (5) business days upon receipt of an unacceptable deliverable.
- (g) Should any substitution of Vendor's staff be required, First 5 California reserves the right to interview and approve all prospective candidates to determine the best match for the project.

## **ATTACHMENT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **A. AMENDMENT**

Should additional deliverables or a time extension become necessary at a later date to complete the project goals, those requirements will be determined and defined by First 5 California followed by an amendment. Any additional deliverables will be compensated at the original costs proposed and/or hourly rates.

#### **B. PAYMENTS AND INVOICING**

1. Payment for services performed under this Purchase Order shall be made in accordance with the State of California's Prompt Payment Act (Government Code §927 et seq.).
2. All invoices must be submitted in triplicate, approved by the Vendor and include the following:
  - (a) Transmittal with the Purchase Order Number
  - (b) Invoice Number
  - (c) Period for which the invoice covers
  - (d) A certification statement signed by the Contractor attesting to the accuracy of the invoice data, both written and printed
  - (e) Project name and program name
  - (f) Supporting documentation with supporting details, pages to be numbered
  - (g) Copies of signed timesheet(s) supporting billed hours
  - (h) Overview page with what is included in the invoice (summary)
3. Invoices must be submitted directly to:

First 5 California  
Attention: Sandy Beck  
2389 Gateway Oaks Drive, Suite 260  
Sacramento, CA 95833

4. If the First 5 California Program Manager does not accept the identified deliverable(s)/services in Attachment A, payment shall be withheld and the Vendor will be notified. The Vendor must take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the First 5 California Program Manager that the Vendor has successfully completed the scheduled work for each deliverable/service before payment is made.

5. The Vendor may submit monthly invoices, in arrears, for the number of hours worked towards completion of deliverables and/or services.

### **C. INVOICE DISPUTE**

If an invoice is disputed, the Vendor will be notified within fifteen (15) business days of receipt of the invoice. The Vendor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be started until a corrected invoice is submitted to First 5 California.

### **D. OVERPAYMENT**

If it is determined that an overpayment has been made to the Vendor, First 5 California will seek recovery immediately upon discovery of overpayment by (a) written request to the Vendor for a refund of the overpayment amount within thirty (30) calendar days after receipt of notice; or (b) offset subsequent Vendor payments by the amount of the overpayment if Vendor repayment is not received within thirty (30) calendar days from the notice.

### **E. BUDGET CONTINGENCY CLAUSE**

1. This Purchase Order is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Purchase Order. In addition, this Purchase Order is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Purchase Order in any manner.
2. Vendor understands and agrees that this Purchase Order is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code, Section 30131.2, this Purchase Order shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the Vendor, or to furnish any other considerations under this Purchase Order and the Vendor shall not be obligated to perform any provisions of this Purchase Order.

## ATTACHMENT C

### COST WORKSHEET BY CLASSIFICATION

Vendor shall provide a clear, legible rate in the space provided below. Failure to provide the required rate or indicate "no charge" may be cause for rejection of your offer. **Hourly rate is inclusive of all staff costs, including benefits.**

Vendor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

**Discount offered on invoices to be paid within 30 days of receipt = \_\_\_\_\_%\***

\*The percent of discount (highest discount prevails) may be used in the event of tie offers.

Job Title or Classification	Rate Per Hour	X	Estimated No. of Hours	=	Total
	\$	X		=	\$
TOTAL PROJECT COST					\$